

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

 **ORLAND PARK**
ADDENDUM A to
Holiday Decorations Installation 2016

Dated
September 1, 2016

Between
The Village of Orland Park, Illinois ("VILLAGE") and Holiday Creations Pro, Inc. ("CONTRACTOR")

WHEREAS, on September 1, 2016, a certain Agreement regarding Holiday Decorations Installation between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify the SCOPE OF WORK.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Addendum A dated October 27, 2017" and "Holiday Lighting Proposal 2017 dated 7/7/17 and Holiday Lighting Proposal"
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of said Agreement shall be amended to add "2016:" before the words "Provide labor for set-up, take-down, storage, maintenance..."

And add the following in its entirety before **SECTION 3:**

"2017: Provide labor for set-up, take-down, storage, maintenance and service of the 3D holiday decorations and lighting installation per the quotes dated 7/7/17 and 10/12/17 (hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services: One Hundred Twenty Five Thousand Seven Hundred Seventy-Three and 33/100 (\$125,773.33) Dollars, payable 25% upon contract execution and the balance of due upon completion of set-up."

4. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be amended to strike "All lights and decorations shall be removed by the end of January 2017" in its entirety and replaced with "All lights and decorations shall be removed by the end of the following January."

AND the words "or November 30, 2017, whichever occurs first," shall be stricken from the sentence "This Contract shall terminate upon completion of the WORK or November 30, 2017, whichever occurs first, but may be terminated..."



ORLAND PARK
 ADDENDUM A to
 Holiday Decorations Installation 2016



Dated
 September 1, 2016

Between
 The Village of Orland Park, Illinois ("VILLAGE") and Holiday Creations Pro, Inc. ("CONTRACTOR")

5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 27th day of October, 2017, shall be attached to and form a part of the Agreement dated the 1st day of September, 2016 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: Village of Orland Park

By: [Signature]
 Print Name: Joseph S. Lally
 Its: Village Manager
 Date: 10/30/17

FOR: Holiday Creations Pro, Inc.

By: [Signature]
 Print Name: Dave Norwood
 Its: CEO
 Date: 10-27-17



HOLIDAY CREATIONS PRO, Inc.
Creating Memories With Lights

2030 Parkes Dr.
Broadview IL. 60155
Office: 708-223-8506
Fax: 708-223-8847
www.hclights.com

Holiday Lighting Proposal

10/12/17

ORLAND PARK

LEBLANC PRODUCT INSTALL AND TREE LIGHTING

ITEM:	CODE:	QUANTITY:	TOTAL:		
Ravinia: 143rd to crescent park (23 tree)	Princess	1	\$ -	PRODUCT:	\$ -
crescent cir, 142nd, main outside (29 tree)	sleigh	1	\$ -		
crescent cir inside (36 tree)	201756	2	\$ -	LABOR:	\$ 31,652.78
142nd: crescent to lagrange (36 tree)	unlit toy soldier	4	\$ -		
village hall: (54 tree)	200779	1	\$ -	TAKE DOWN:	\$ 18,991.67
penguin	sp4317	2	\$ -		
Coeur de Noel. 3d floor standing	201740	1	\$ -	STORAGE AND MAINT.	\$ 10,128.89
Origami tree	201521	1	\$ -		\$ -
double cone tree	201621	1			
Jardin	201807	2	\$ -		
Lotus flower. 3d floor standing	201452	2	\$ -		
Textured 3d bear	202051	1	\$ -		
3d gift box	esp6686	2	\$ -		
Sylma. 3d floor standing	201523	1	\$ -		
3d snowman	200837	1	\$ -		
3d reindeer	sp0137	1	\$ -		
10' 3d star	201754	2	\$ -		
swirl tree	43ad21c1	1	\$ -		
1 meter lighted boa in tree	BOA	25	\$ -		
24" lighted grapevine sphere	24" sphere	32	\$ -		
manon tree- 4 sided	manon tree-4	1	\$ -		
install chandelier under pergola	custom chandeleir	1	\$ -		
LED custom ribbon tree	Ribbon Tree	1	\$ -		
1 meter lighted boa in tree	BOA	36	\$ -		
36" lighted grapevine sphere staked on ground	36" sphere	3	\$ -		
3d santa	202054	1	\$ -		
toy soldier and/or trumpeter	unlit toy soldier	2	\$ -		
-					
				TOTAL:	\$ 60,773.33

Labor for everything. Purchases in 2016 and new in 2017. This does not include anything at Centennial Park. Labor for all tree lighting. Original 3015 sets installed in 2016 and the new trees on Lagrange between the waking bridge and 159th. 237 trees in middle island and 172 trees on the outside all with an average of 7 light sets each.

Deposit due upon acceptance	\$ 15,193.33	Following Years:	\$60,773.33	
balance due upon completion	\$ 45,580.00		Oct/Nov Install	

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Customer understands that product is special ordered per each job and is non-returnable. Signing this contract, customer agrees not to cancel any purchase of product at anytime unless agreed upon by Holiday Creations.

Date of acceptance:

signature:

IMPORTANT INFORMATION, PLEASE READ CAREFULLY:

Please report all service calls between November 1st thru January 5th to our office at 708-223-8506. You may also report service calls thru our website at www.hcplights.com. Simply go to the current customer section and report a service call. We will normally respond within 24 hours for all service calls and we guarantee a response within 48 hours. If you would like a late takedown please request that at our office between December 15th and January 1st. We will start takedown on January 2nd and we will finish by February 1st. You may not receive notification as to the time of takedown. So please be prepared to have your system removed anytime in the month of January. If you are done using your lights and we have not been there to take them down, simply unplug them at the outlets and we will be there before the end of January.



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Holiday Lighting Proposal

7/7/17

ORLAND PARK				LEBLANC PRODUCT INSTALL AND TREE LIGHTING	
ITEM:	CODE:	QUANTITY:	TOTAL:		
Ravinia: 143rd to cresent park (23 tree)	led ml-50 cl	135	\$ -	PRODUCT:	\$ -
cresent cir, 142nd, main outside (29 tree)	led ml-50 cl	515	\$ -	LABOR:	\$ 53,125.00
cresent cir inside (36 tree)	led ml-50 cl	790	\$ -		
142nd: cresent to lagrange (36 tree)	led ml-50 cl	696	\$ -	TAKE DOWN:	\$ 31,875.00
village hall: (54 tree)	led ml-50 cl	879	\$ -		
Lagrange: median (131st to viaduct) 164 trees	led ml-50 cl	1148	\$ -	STORAGE AND MAINT.	\$ (20,000.00)
Lagrange: median (viaduct to 167th) 359 trees	led ml-50 cl	2513	\$ -		
143rd: (95th ave to top of hill) all trees- 87 (avg 12/ea)	led ml-50 cl	1044	\$ -	DISCOUNT PER DEREK	\$ (20,000.00)
20 new trees in field (15 sets each)	led ml-50 cl	300	\$ -		
-					
-					
	4705			TOTAL:	\$ 65,000.00

Labor for all tree lighting. Original 3015 sets installed in 2016. Lagrange median 131st to viaduct 164 trees x 7 sets = 1148. Lagrange median viaduct to 167th 359 trees x 7 = 2513. 143rd st. trees on outer sides from tracks to 95th (by Marianos entrance) plus the median from Ravinia up towards the tracks- 87 trees average 12/ea- 1044 total sets. 20 new trees being planted in field by 3d decor get 15/ea- 300

Deposit due upon acceptance	\$ 16,250.00	Following Years:		
balance due upon completion	\$ 48,750.00			

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Customer understands that product is special ordered per each job and is non-returnable. Signing this contract, customer agrees not to cancel any purchase of product at anytime unless agreed upon by Holiday Creations.

Date of acceptance: _____ **signature:** _____

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